

ASSET PURCHASE AGREEMENT

between

RGV EDUCATIONAL BROADCASTING, INC.

and

IMMACULATE HEART MEDIA, INC.

February 12, 2019

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of February 12, 2019 between RGV Educational Broadcasting, Inc., a Texas non-profit corporation with address of P.O. Box 2147, Harlingen, Texas 78551 (“Seller”) and Immaculate Heart Media, Inc., a Wisconsin not-for-profit corporation with address of 1496 Bellevue, Suite 202, Green Bay, Wisconsin 54311 (“Buyer”) (Each of Seller and Buyer is sometimes referred to herein as a “Party” and Seller and Buyer are sometimes jointly referred to herein as “the Parties”).

WHEREAS, Seller owns and operates the following noncommercial educational radio broadcast Stations pursuant to licenses issued by the Federal Communications Commission (the “FCC”):

1. KHID(FM), 88.1 MHz, McAllen, Texas, FCC Facility ID Number 56082;
2. KJJF(FM), 88.9 MHz, Harlingen, Texas, FCC Facility ID Number 56081 (each station “a Station” and together “the Stations”) and

WHEREAS, subject to the terms and conditions set forth herein, Seller desires to assign to Buyer, and Buyer desires to acquire from Seller the Station Assets (as defined herein),

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

SALE AND PURCHASE

Subject to the terms and conditions herein contained, Seller shall grant, convey, sell, assign, transfer, and deliver to Buyer on the Closing Date (as hereinafter defined) the following interests of Seller in properties, assets, privileges, rights, and interests of Seller used or held for use in the business and operations of the Stations (collectively, the “Station Assets”):

Section 1.1 Assets.

(a) **FCC Authorizations.** All licenses, permits and other authorizations issued to Seller by the FCC with respect to the Stations, as listed and described on Schedule 1.1(a) (collectively, the “FCC Authorizations”), including any renewals or modifications thereof between the date hereof and Closing;

(b) Tangible Personal Property. All interests of Seller in the transmission equipment listed and described on Schedule 1.1(b), which comprise all of Seller's tangible assets that are used or useful in the operation of the Stations, together with any improvements thereto between the date of this Agreement and the Closing Date (collectively, "Tangible Personal Property");

(c) Real Property.

(1) All fee simple and other interests of Seller in the land, buildings, improvements, fixtures, and other real property that are included in this transaction, encompassing all real property owned by Seller that is located in Lozano and Alton, Texas and on which the Stations' transmitter sites are located (the "Real Property"), as listed on Schedule 1.1(c).

(2) Title Insurance; Survey. Buyer may obtain, at its sole option and at its expense, (x) commitments for owner's and lender's title insurance policies on the Real Property ("Title Commitments"), and (y) a survey on each parcel of Real Property (the "Surveys"). The Title Commitments will evidence a commitment to issue a title insurance policy insuring good, marketable, and indefeasible fee simple title to each parcel of the Real Property contemplated above for such amount as Buyer directs and will contain no exceptions except for Assumed Liabilities (defined below) or Permitted Liens, with each of the title company's standard printed exceptions in Schedule B thereto deleted at Buyer's expense, with Seller having the right to negotiate the Owner Affidavit form so it is consistent with Seller's obligations herein. Seller shall reasonably cooperate with Buyer in obtaining such Title Commitments and Surveys (including provision of customary representations and affidavits to Buyer's title company). If the Title Commitments or Surveys reveal any Encumbrance on the title, other than Assumed Liabilities or Permitted Liens, Buyer may notify Seller in writing of such objectionable matter as soon as Buyer determines that such matter is not an Assumed Obligation or Permitted Lien and, if Seller is unable, through commercially reasonable efforts to remove such objectionable matter, Buyer may elect to terminate this Agreement, upon which termination the Escrow Account (defined below) (including all interest accrued thereon) shall be returned to Buyer. Buyer shall be responsible for the cost of any premium(s) for any title policy secured by it or its lender with respect to the Real Property.

(d) Intangible Property. Subject to Section 1.2, all of Seller's rights in and to the Stations' call letters and Seller's rights in and to the trademarks, trade names, service marks, internet domain names, copyrights, programs and programming material, jingles, slogans, logos, and other intangible property which are used or held for use in the operation of the Stations, including but not limited to the items listed on Schedule 1.1(d). Notwithstanding the foregoing, the Facebook pages, Twitter feeds and tunein.com feeds associated with the Stations will not be included as Station Assets.

(e) Assumed Contracts. All contracts, agreements and leases associated with the Stations entered into in the ordinary course, as listed on Schedule 1.1(e), together with all contracts, agreements and leases made between the date hereof and Closing that Buyer has elected to assume (collectively, "Assumed Contracts");

(f) Files and Records. All FCC logs and other records that relate to the operation of the Stations, including all schematics, blueprints, engineering data, reports, specifications, and other technical information concerning the Stations and the Station Assets.

Section 1.2 Excluded Assets. All assets of Seller associated with the Stations other than the Station Assets shall be excluded from the transaction, such exclusions including but not limited to cash and cash equivalents on hand, accounts receivable, the Stations' studio and building located at 1701 Tennessee Avenue in Harlingen, Texas, and all property and FCC licenses held by Seller that are not directly associated with the Stations, including exclusion of those assets associated with Educational Broadband Service stations. Seller will retain the Universal Resource Locator 88fm.org.

Section 1.3 Liabilities.

(a) The Station Assets shall be sold and conveyed to Buyer free and clear of all mortgages, liens, deeds of trust, security interests, pledges, restrictions, prior assignments, charges, claims, defects in title, and encumbrances of any kind or type, (collectively, "Liens"), except for liens for taxes not yet due and payable, liens that will be released at or prior to Closing, and, with respect to the Real Property, such other easements, rights of way, building and use restrictions and other exceptions that do not in any material respect detract from the value of the property subject thereto or impair the use thereof in the ordinary course of the business of the Stations (collectively, "Permitted Liens"). Seller shall retain and pay, satisfy, discharge, and perform in accordance with the terms thereof all liabilities and obligations of the Seller, other than any liabilities expressly assumed in writing by Buyer (if any, the "Assumed Liabilities"). The liabilities and obligations to be retained and satisfied by Seller include, but are not limited to, the obligation to assume, perform, satisfy, or pay any liability, obligations, agreement, debt, charge, claim, judgment, or expense incurred by or asserted against Seller prior to or as a result of the Closing related to taxes, environmental matters, employment contracts, employee benefits, severance of employees, negligence, contract breach, default, or other obligations, claims, or judgments of or against Seller that may be asserted against Buyer as successor in interest to Seller.

(b) Except for any Assumed Liabilities, Buyer shall not be deemed to have assumed or be liable for: (i) any liability or obligation of Seller arising out of or relating to any contract, lease agreement, or instrument not specifically assumed by Buyer pursuant to Section 1.1 hereof; or (ii) any other liabilities, obligations, debts, or commitments of Seller whatsoever relating to any event occurring prior to the Closing Date. Without limiting the generality of the foregoing, it is understood and agreed that, except as expressly set forth herein, Buyer shall have no obligation to offer employment to any employee of Seller or the Stations. Buyer shall have no liability with respect to any such employee or for any such employee's benefits of any kind or nature, including relating to taxes, wages, salaries, bonuses, accrued vacation or sick pay, except to the extent that Buyer shall offer employment to any such employee and then only from and after the time at which such offer shall have been extended by Buyer and accepted by such employee, and subject to the terms and conditions thereof.

Section 1.4 Purchase Price and Escrow; Method of Payment.

(a) Purchase Price. The purchase price to be paid for the Station Assets will be One Million Two Hundred Fifty-One Thousand Dollars (\$1,251,000) (the “Purchase Price”), in cash, at the Closing, subject to any adjustments set forth herein.

(b) Escrow Deposit. To secure Buyer’s performance under this Agreement, within two (2) business days of the full execution hereof, Buyer shall deposit, as the Escrow Deposit, Sixty-Two Thousand Five Hundred Fifty Dollars (\$62,550) with Paramount Media Advisors, Inc. (the “Escrow Agent”) into a segregated account (the “Escrow Account”) pursuant to the Escrow Agreement entered into by the Escrow Agent and the Parties concurrently herewith. The Parties shall each instruct the Escrow Agent to disburse the Escrow Deposit and all interest thereon to the Party entitled thereto and shall not, by any act or omission, unreasonably delay or prevent any such disbursement.

(c) Method of Payment. At the Closing: (1) the Parties shall jointly direct the Escrow Agent to disburse the principal of the Escrow Account to Seller by wire transfer of immediately available funds and to disburse any interest earned on that account to Buyer; and (2) Seller shall, subject to any adjustments as set forth herein or as many be agreed to by Buyer and Seller, pay the balance of the Purchase Price, One Million One Hundred Eighty Eight Thousand Four Hundred Fifty Dollars (\$1,188,450) to Seller by wire transfer of immediately available funds.

Section 1.5 Closing. The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the “Closing”) shall take place on a mutually acceptable date within fifteen (15) business days following the later to occur of either: (a) the date on which the FCC’s written consent to the Assignment Application (as defined herein) (“FCC Consent”) has become a “Final Order”; or (b) the satisfaction of the other conditions precedent set forth in this Agreement. In the event that no petitions to deny or other objections were filed against the Assignment Application prior to the date of the FCC Consent, Buyer may at its option waive finality of the grant of FCC Consent and designate an earlier Closing Date following release of a Public Notice by the FCC that the Assignment Application has been granted. The date on which the Closing is to occur is referred to herein as the “Closing Date.¹” The Closing will be performed through electronic exchange of executed documents. For purposes of this Agreement, the term “Final Order” shall mean that: (i) the action of the FCC shall not have been reversed, stayed, enjoined, set aside, annulled, or suspended; (ii) no timely request for stay, petition for rehearing, appeal, or certiorari or action by the FCC on its own motion with comparable effect shall be pending; and (iii) the time for filing any such request, petition, appeal, certiorari or for the taking of any such action by the FCC shall have expired or otherwise terminated. No Closing shall occur prior to the issuance of the FCC Consent.

Section 1.6 Preliminary Report. At least five (5) business days prior to the Closing, Seller shall deliver to Buyer a report (“Preliminary Report”) showing in reasonable detail the preliminary determination of the adjustments referred to in Section 9.3, each of which shall be calculated as of the Adjustment Time (as defined herein). Within two (2) business days after Buyer’s receipt of such Preliminary Report,

Buyer shall provide to Seller any material objections, if any, that it may have with respect to Seller's version of the Preliminary Report and provide an alternative Preliminary Report. The Preliminary Report (Seller's or, if delivered, Buyer's version) shall serve as the basis of any adjustments to the Purchase Price. Within sixty (60) days after the Closing Date, Buyer shall deliver to Seller a report ("Final Report") showing in reasonable detail (a) Buyer's final determination of the proposed adjustments to the Purchase Price, (b) all adjustments to the Purchase Price that were not calculated as of the Closing Date, and (c) any corrections to any of the estimated adjustments contained in the Preliminary Report, together with appropriate documents substantiating the calculations, determinations and adjustments proposed in the Final Report. Any resulting payment shall be made to the Party entitled thereto within thirty (30) days after notice of such determination thereof has been given to Buyer or Seller, as the case may be. In the event of any disputes between the parties as to adjustments in the Final Report, the amounts not in dispute shall nonetheless be paid at the time provided in this Section and such disputes shall be determined by an independent CPA. The CPA's resolution of the dispute shall be final and binding on the parties, and a judgment may be entered thereon in any court of competent jurisdiction. The fees and expenses of such CPA shall be paid one-half by Seller and one-half by Buyer.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

Section 2.1 Corporate Status. Seller is a nonprofit corporation, duly organized, validly existing, and in good standing under the laws of Texas. Seller has the requisite power to carry on the business of the Stations as it is now being conducted and to own and operate the Stations and to enter into and complete the transactions contemplated by this Agreement (the "Subject Transactions").

Section 2.2 Authority. All corporate actions necessary to be taken by or on the part of Seller in connection with the Subject Transactions have been duly and validly taken, and this Agreement, and all other agreements, documents, certificates and instruments delivered or to be delivered hereunder by Seller (collectively, "Seller Documents") have been duly and validly authorized, executed, and delivered by Seller and constitute the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with their terms.

Section 2.3 No Conflict. The execution, delivery, and performance of the Seller Documents and the consummation of the Subject Transactions will not (a) conflict with or violate the certificate of incorporation or bylaws of Seller; (b) conflict with or violate or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation under, any contract to which Seller is a party or by which it is bound, or result in the creation of any Lien upon any of the Station Assets; or (c) violate any judgment, decree, order, statute, law, rule, or regulation applicable to Seller, the Stations or any of the Station Assets.

Section 2.4 No Breach. Seller is not in material violation or breach of any of the terms, conditions, or provisions of any court order, judgment, arbitration award, or decree relating to or affecting the Stations or any of the Station Assets to which Seller is a party or by which it is bound.

Section 2.5 Taxes. Except to the extent exempt therefrom, Seller has, or by the Closing Date will have, paid and discharged all taxes, assessments, excises, and other levies relating to the Station Assets, that are due and payable as of the Closing Date and if not paid would materially interfere with Buyer's enjoyment and use of the Station Assets after Closing or for which Buyer could subsequently become liable or which could result in a Lien on any of the Station Assets, except for such taxes, assessments, and other levies as will not be due until after the Closing Date which will be prorated in accordance with this Agreement.

Section 2.6 FCC Authorizations. Schedule 1.1(a) hereto contains a true and complete list of the FCC Authorizations (which Schedule shall be updated as of the Closing Date, and the following representations of this section shall then apply to all such FCC Authorizations). Seller is the holder of the FCC Authorizations, which are the only licenses, authorizations, or approvals required under the Communications Act of 1934, as amended, or the rules and published policies of the FCC promulgated thereunder (collectively, "Communications Laws") for, and used in the operation of, the Stations. The FCC Authorizations are in full force and effect in all material respects and have not been revoked, suspended, canceled, rescinded, or terminated and have not expired. There is not pending, or to Seller's knowledge, threatened, any action by or before the FCC to revoke, suspend, cancel, rescind, or modify the FCC Authorizations (other than proceedings of general applicability pursuant to the Communications Laws), and there is not now pending or, to Seller's knowledge, threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint against Seller or the Stations. The Stations are operating in all material respects in compliance with the FCC Authorizations and the Communications Laws. All material reports and filings required to be filed with the FCC by Seller with respect to the Stations have been filed and are true and correct in all material respects.

Section 2.7 Approvals and Consents. Except for any consents identified on Schedule 1.1(e), and except for the FCC Consent, the execution, delivery, and performance by Seller of this Agreement and the consummation by it of the Subject Transactions will not require any consent, permit, license, or approval of, or filing with or notice to, any person, entity, or governmental or regulatory authority under any provision of law applicable to Seller or any Assumed Contract.

Section 2.8 Station Assets. Seller has good, valid, and marketable title to all of the Station Assets, free and clear of all Liens.

Section 2.9 Tangible Personal Property. Schedule 1.1(b) contains a true and complete list of the Tangible Personal Property. Seller (i) is the owner of all of the Tangible Personal Property it purports to own, (ii) to Seller's knowledge, has a valid leasehold interest in the Tangible Personal Property it purports to lease, and (iii) has a valid license

right (whether as a licensor or licensee) in the Tangible Personal Property it purports to license, in all cases free and clear of any Liens, except for Permitted Liens. Except as disclosed on Schedule 1.1(b), each item of Tangible Personal Property is in reasonable operating condition, ordinary wear and tear excepted.

Section 2.10 Real Property. Schedule 1.1(c) contains a description of all Real Property to be transferred to Buyer at the Closing. No part of any Real Property is subject to any pending or, to Seller's knowledge, threatened suit for condemnation or other taking by any public authority. Except as set forth on Schedule 1.1(c), to the knowledge of Seller, all buildings and other improvements included in the Real Property are in reasonable operating condition, ordinary wear and tear excepted, and comply in all material respects with applicable zoning, health, disability and safety laws and codes. Seller has fee simple title to each item of Real Property and, except as set forth on Schedule 1.1(c), there are no easements, rights of way, building and use restrictions, exceptions, encroachments, reservations, limitations that, individually or in the aggregate, in any material respect, impair the current use thereof of the Stations. To the knowledge of Seller, all of the cables, driveways, parking lots, ground systems, transmitting equipment, buildings and other improvements relating to the Stations are located entirely on and wholly within the lot limits and metes and bounds of the property on which such Station's transmitting equipment is situated and do not encroach on any adjoining premises.

Section 2.11 Environment. Seller has complied in all material respects with all federal, state, and local environmental laws, rules, and regulations in effect on the date hereof applicable to the Stations and their operations, including but not limited to the FCC's guidelines regarding RF radiation. To Seller's knowledge, the transmitting equipment included in the Station Assets does not contain any PCBs. Except for lubricants, cleaners, or other consumer products that are maintained in limited quantities for routine maintenance purposes, or as disclosed on Schedule 2.11, to the best knowledge of Seller, without investigation or inquiry, no hazardous or toxic waste, substance, material, or pollutant (as those or similar terms are defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§2601 *et seq.*, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 *et seq.*, or any other applicable federal, state, and local environmental law, statute, ordinance, order, judgment, rule or regulation relating to the environment or the protection of human health ("Environmental Laws")), including but not limited to any asbestos or asbestos related products, oils or petroleum-derived compounds, CFCs, or underground storage tanks, have been released, emitted, or discharged or are currently located in, on, under, or about the Real Property or contained in the Tangible Personal Property. Neither any of the Station Assets, nor Seller's use thereof, are in violation of any Environmental Laws or any occupational, safety and health, or other applicable laws now in effect.

Section 2.12 Intangible Property. Seller has sufficient right, title and interest in and to all trademarks, service marks, trade names, copyrights, domain names and all other intangible property included in the Station Assets. Schedule 1.1(d) contains a description of all material Intangible Property included in the Station Assets. Within the past three (3) years, Seller has not received written notice of any claim that any such Intangible Property

or the use thereof conflicts with, or infringes upon, any rights of any third party (and, to Seller's knowledge, there is no basis for any such claim of conflict). No such Intangible Property is the subject of any pending, or, to Seller's knowledge, threatened legal proceedings claiming infringement or unauthorized use by Seller.

Section 2.13 Assumed Contracts. Schedule 1.1(e) hereto contains a true and complete list of all Assumed Contracts. The Assumed Contracts requiring the consent of a third party to assignment are identified on Schedule 1.1(e). Seller is not in violation or breach of, nor has Seller received in writing any claim or threat that it has breached any of the terms and conditions of, any Assumed Contract. Seller has performed its obligations under each of the Assumed Contracts in all material respects, and Seller is not in material default thereunder, and to Seller's knowledge, no other party to any of the Assumed Contracts is in default thereunder in any material respect. Each Assumed Contract is in effect and is binding upon Seller and, to Seller's knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Except as set forth on Schedule 1.1(e), neither Seller nor any Station is a party to or bound by any agreement, contract or commitment which is material to such Station that obligates it to air any underwriting announcements on such Station on or after the Closing Date.

Section 2.14 Compliance with Law. The Seller is in compliance in all material respects with all requirements of federal, state, and local law and all requirements of all governmental bodies or agencies having jurisdiction over it, including compliance with the Communications Act and all rules and regulations issued thereunder, the operation of the Stations, the use of its properties and assets (including the Station Assets), and the Real Property. Seller has, or will have upon receiving notice, properly filed all reports and other documents required to be filed with any government or subdivision or agency thereof which, if not properly filed, would jeopardize Seller's right to operate the Stations. Seller has not received any notice, not heretofore complied with, from any federal, state, or municipal authority or any insurance or inspection body that any of its property, facilities, equipment, or business procedures or practices fails to comply in any material respect with any applicable law, ordinance, regulation, building or zoning law, or requirement of any public authority or body.

Section 2.15 Litigation. There are no suits, arbitrations, administrative charges, or other legal proceedings, claims or governmental investigations pending against, or to Seller's knowledge threatened against, either Station, any Station Assets, or Seller relating to either Station nor, to the knowledge of Seller, is there any basis for any such suit, arbitration, administrative charge or other legal proceeding, claim, or governmental investigation. Seller has not been operating under or subject to, or in default with respect to, any judgment, order, writ, injunction, or decree of any court or federal, state, municipal, or other governmental department, commission, board, agency, or instrumentality.

Section 2.16 Brokers. No broker, finder, or other person is entitled to a commission, brokerage fee, or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any

party acting on Seller's behalf, other than Paramount Media Advisors, Inc. and Seller will pay that brokerage commission.

Section 2.17 Labor Relations. Seller is not a party to any contract with any labor organization. Seller has not recognized any union or other collective bargaining unit and no union or other collective bargaining unit has been certified as representing employees at the Stations.

Section 2.18 No Other Agreements to Sell the Stations; No Undisclosed Liabilities. Seller has no legal obligation, absolute or contingent, to any other person or firm to sell, assign, or transfer any of the Station Assets (whether through a merger, reorganization or sale of stock or otherwise) or to enter into any agreement with respect thereto. To the knowledge of the Seller, there are no liabilities or obligations of Seller with respect to the Stations that will be binding upon Buyer after the Adjustment Time, other than the Assumed Liabilities.

Section 2.19 Insurance. Seller maintains insurance policies with respect to the Stations and the Station Assets in commercially reasonable amounts or comparable adequately funded self-insurance through its affiliation with the Roman Catholic Diocese of Brownsville and participation in that organization's insurance program.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller:

Section 3.1 Status. Buyer is a nonprofit corporation that is duly organized, validly existing, and in good standing under the laws of Wisconsin. Buyer has the requisite power to enter into and complete the Subject Transactions.

Section 3.2 Authority. All corporate actions necessary to be taken by or on the part of Buyer in connection with the Subject Transactions have been duly and validly taken, and this Agreement, and all other agreements, documents, certificates and instruments delivered or to be delivered hereunder by Buyer (collectively, "Buyer Documents") have been duly and validly authorized, executed, and delivered by Buyer and constitute the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with their terms.

Section 3.3 No Conflict. Neither the execution and delivery and performance by Buyer of the Buyer Documents nor the consummation by Buyer of the Subject Transactions will: (a) conflict with or violate the organizational documents of Buyer; or (b) violate any judgment, decree, order, statute, rule, or regulation applicable to Buyer.

Section 3.4 Brokers. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or

the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer's behalf.

Section 3.5 Qualification. To Buyer's knowledge, Buyer is legally and financially qualified under the Communications Laws to hold the FCC Authorizations. Buyer knows of no reason why the FCC would fail to issue the FCC Consent due to any condition, action or inaction related to Buyer's qualifications.

ARTICLE IV

COVENANTS OF SELLER

Seller covenants and agrees that from the date hereof until the completion of the Closing:

Section 4.1 Operation of the Stations.

(a) Seller shall operate the Stations in all material respects in accordance with the terms of the FCC Authorizations and in compliance in all material respects with all applicable laws, rules, and regulations, including the Communications Laws, and shall use commercially reasonable efforts to cause the Stations to be operated in the ordinary course of business. Seller shall prepare and prosecute with commercially reasonable efforts all applications, reports, or other notifications necessary to be filed with the FCC in order to maintain all FCC Authorizations in full force and effect.

(b) Nothing contained in this Agreement shall give Buyer any right to control the programming, personnel, finances, or any other matter relating to the Stations prior to the Closing Date and Seller shall have complete control of such matters up to the time of Closing.

(c) Seller shall keep all Tangible Personal Property, Real Property and Intangible Property necessary for the operation of the Stations in operating or operable condition (ordinary wear and tear excepted).

(d) Seller shall notify Buyer within two (2) days of the commencement of any proceeding or litigation at law or in equity that could reasonably be expected to have a material adverse effect on the Stations or any of the Station Assets other than proceedings or litigation of general applicability to the broadcasting industry, of any notice of breach, default, claimed default, or termination of any Assumed Contract identified on Schedule 1.1(e), or any violation by Seller of any law, ordinance, rule, or regulation that may reasonably be expected to have a material adverse effect on the business or operations of the Stations.

(e) Prior to the Closing Date, Seller shall not, without the prior written consent of Buyer:

(i) sell, lease, transfer, or agree to sell, lease, or transfer, any of the Station Assets except for non-material sales or leases, in the

ordinary course of business of items that are being replaced by assets of comparable or superior kind, condition, and value;

- (ii) create, assume or permit to exist any Liens upon any Station Asset, except for Permitted Liens, and not dissolve, liquidate, merge or consolidate with any other entity;
- (iii) make or attempt to make any change in the FCC Authorizations, other than to keep the FCC Authorizations in full force and effect;
- (iv) consent to the execution, placement, creation, or amendment of easements, restriction, rights-of-way or other matters adversely affect title to the Real Property, or make any change in the Stations' buildings, leasehold improvements or fixtures except in the ordinary course of business;
- (v) enter into any program underwriting agreement relating to either Station that creates obligations or liabilities of Seller extending beyond the Closing Date;
- (vi) take or agree to take any action inconsistent with consummation of the Closing as contemplated by this Agreement; or
- (vii) authorize or permit any officer, director or employee of Seller, or any investment banker, attorney, accountant or other advisor or representative retained by Seller to, solicit, initiate, encourage (including by way of furnishing information), endorse or enter into any agreement with respect to, or take any other action to facilitate, any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any proposal to purchase, directly or indirectly, any Station Asset;

(f) Seller shall promptly notify Buyer if the normal broadcast transmissions of either Station are interrupted, interfered with, or in any way impaired, and shall provide Buyer with prompt written notice of the problem and the measures being taken to correct such problem.

(g) Seller shall provide to Buyer a copy of any notice that it provides to any regulatory agency, at the time that such notice is provided.

(h) Seller shall maintain in full force and effect policies of liability and casualty insurance of the same type, character and coverage as the policies currently carried with respect to the business, operations and assets of the Stations.

(i) Seller shall use commercially reasonable efforts to repair the Stations' transmitters, as set forth on Schedule 4.1(i) ("Seller Work").

Section 4.2 Access to Facilities, Files, and Records. At the reasonable request of Buyer and upon reasonable advance notice, Seller shall from time to time give or cause to be given to the officers, employees, accountants, counsel, agents, consultants, or other representatives of Buyer reasonable access during normal business hours to all facilities, properties, and records of Seller with respect to either Station.

Section 4.3 Notice of Proceedings. Seller will promptly notify Buyer in writing upon: (a) becoming aware of any order or decree or any complaint praying for an order or decree restraining or enjoining the consummation of this Agreement or the Subject Transactions; or (b) receiving any notice from any governmental department, court, agency, or commission of its intention (i) to institute an investigation into, or institute a suit or proceeding to restrain or enjoin, the consummation of this Agreement or the Subject Transactions, or (ii) to nullify or render ineffective this Agreement or the Subject Transactions if consummated.

ARTICLE V

COVENANTS OF BUYER

Section 5.1 Notice of Proceedings. Buyer covenants and agrees that from the date hereof until the completion of the Closing it shall promptly notify Seller in writing upon: (a) becoming aware of any order or decree or any complaint praying for an order or decree restraining or enjoining the consummation of this Agreement or the Subject Transactions; or (b) receiving any notice from any governmental department, court, agency, or commission of its intention (i) to institute an investigation into, or institute a suit or proceeding to restrain or enjoin, the consummation of this Agreement or such transactions, or (ii) to nullify or render ineffective this Agreement or such transactions if consummated.

Section 5.2 Removal of Stations' Equipment. As a post-closing covenant, Buyer covenants and agrees that it shall use commercially reasonable efforts to remove the Stations' broadcasting equipment and related property, including the Stations' satellite radio dishes, from the Stations' studio site within ninety (90) days after the Closing. If the satellite dishes are not removed within ninety (90) days, Seller will have the right to remove them, in which case Buyer shall pay the actual costs of removal and disposal within five (5) business days of invoice.

ARTICLE VI

MUTUAL COVENANTS OF SELLER AND BUYER

Section 6.1 Application for FCC Consent. Within five (5) business days after the full execution of this Agreement, the Parties shall join in the filing of an application with the FCC (the "Assignment Application") requesting the FCC's written consent to the assignment of the FCC Authorizations to Buyer and the consummation of the Subject Transactions. However, if on the deadline to file the Assignment Application the operations of the FCC are shut down, the Parties shall join in the filing of the Assignment

Application on the day after the FCC reopens for regular business. Each Party shall, with reasonable diligence, take the steps that are necessary, proper, or desirable to expedite the prosecution of the Assignment Application to grant. Except as otherwise provided herein, each Party will be solely responsible for the expenses incurred by it in the preparation, filing and prosecution of its respective portion of the Assignment Application. Each of the Parties shall promptly provide the other with a copy of any pleading, order, or other document served on it relating to the Assignment Application. The Parties shall furnish all information required by the FCC and shall be represented at all meetings scheduled to consider the Assignment Application. Neither Buyer nor Seller shall take any intentional action that would, or intentionally fail to take such action, the failure of which to take would reasonably be expected to have the effect of materially delaying the issuance of the FCC Consent. Each Party agrees to comply with any condition imposed on it by the FCC; provided, however, that no Party shall be required hereunder to comply with any condition that would have a material adverse effect on the results of operations of such Party or any affiliated entity, unless the absence of such compliance would constitute or perpetuate a breach of such Party's representations, warranties or covenants herein.

Section 6.2 Confidentiality. Subject to the requirements of applicable law or as otherwise agreed upon by the Parties, all non-public information regarding the Parties and their respective businesses and properties that is disclosed by one Party to another in connection with the negotiation, execution, or performance of this Agreement, including without limitation any financial information (collectively, "Confidential Information") shall be confidential and shall not be disclosed to any other person or entity. This Section shall survive any termination or expiration of this Agreement. The Parties acknowledge that they will be required to submit to the FCC a copy of this Agreement (with schedules redacted) with the Assignment Application. Notwithstanding the foregoing, a Party may disclose Confidential Information of the other Party:

- (a) to its own directors, officers, employees, lenders, agents, and advisors (the "Representatives") who need to know such information for the purpose of (i) evaluating and consummating the transactions contemplated by this Agreement and (ii) facilitating a Party's performance hereunder, provided that such Party informs such Representatives of the confidential nature of the Confidential Information, and such Representatives agree to act in accordance with the terms and conditions of this provision; or
- (b) in the event a Party hereto is requested or required by law, regulation, interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process to disclose any Confidential Information.

Section 6.3 Consents. The Parties shall use commercially reasonable efforts to obtain: (a) any third party consents necessary for the assignment of any Assumed Contract, and (b) execution of reasonable estoppel certificates by lessors under any Real Property leases requiring consent to assignment (if any). All Assumed Contracts requiring consent to assignment to Buyer prior to Closing are indicated on Schedule 1.1(e) by a plus sign (+). All Assumed Contracts requiring consents to assignment to Buyer that are conditions to Buyer's obligation to close ("Required Consents") are also indicated on Schedule 1.1(e) by an asterisk (*).

ARTICLE VII

CONDITIONS TO THE OBLIGATIONS OF SELLER

The obligations of Seller under this Agreement are, at its option, subject to the fulfillment of the following conditions prior to or on the Closing Date:

Section 7.1 Representations, Warranties, and Covenants.

(a) Each of the representations and warranties of Buyer contained in this Agreement shall have been true and correct as of the date when made and shall be deemed to be made again on and as of the Closing Date and shall then be true and correct, except to the extent changes are permitted or contemplated pursuant to this Agreement.

(b) Buyer shall have performed and complied with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date; and

(c) Buyer shall have furnished Seller with a certificate, dated the Closing Date and duly executed by Buyer to the effect that the conditions set forth in Sections 7.1(a) and (b) have been satisfied.

Section 7.2 Proceedings. Neither Seller nor Buyer shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the Subject Transactions.

Section 7.3 FCC Authorizations. The FCC Consent shall have been issued by the FCC, and such FCC Consent shall have become a Final Order, unless Buyer has waived finality pursuant to the terms of this Agreement.

Section 7.4 Deliveries. Buyer shall have complied with each and every one of its obligations set forth in Section 9.2.

ARTICLE VIII

CONDITIONS TO THE OBLIGATIONS OF BUYER

The obligations of Buyer under this Agreement are, at its option, subject to the fulfillment of the following conditions prior to or on the Closing Date:

Section 8.1 Representations, Warranties, and Covenants.

(a) Each of the representations and warranties of Seller contained in this Agreement shall have been true and correct as of the date when made and shall be deemed to be made again on and as of the Closing Date and shall then be true and correct except to the extent changes are permitted or contemplated pursuant to this Agreement.

(b) Seller shall have performed and complied with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date; and

(c) Seller shall have furnished Buyer with a certificate, dated the Closing Date and duly executed by Seller to the effect that the conditions set forth in Sections 8.1(a) and (b) have been satisfied.

Section 8.2 Proceedings. Neither Seller nor Buyer shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the Subject Transactions.

Section 8.3 FCC Authorizations. The FCC Consent shall have been issued by the FCC, and such FCC Consent shall have become a Final Order, unless Buyer has waived finality pursuant to the terms of this Agreement.

Section 8.4 Deliveries. Seller shall have complied with all of its obligations set forth in Article IV and in Section 9.1.

Section 8.5 Consents. All Required Consents (if any) shall have been obtained.

Section 8.6 Lien Releases. All Liens, other than Permitted Liens, shall have been released, as evidenced by payoff letters from any party holding a Lien to be released at the Closing, and releases or UCC-3 termination statements sufficient to terminate Liens on any of the Station Assets acquired at such Closing;

Section 8.7 Station Operations. Each Station shall be operating with at least eighty five percent (85%) of such Station's licensed effective radiated power;

Section 8.8 Seller Work. Seller shall have completed each item of Seller Work, as set forth on Schedule 4.1(i) to the reasonable satisfaction of Buyer.

ARTICLE IX

ITEMS TO BE DELIVERED AT THE CLOSING

Section 9.1 Deliveries by Seller. At the Closing, Seller shall deliver to Buyer duly executed by Seller or such other signatory as may be required by the nature of the document:

(a) a bill of sale, assignments and assumptions of FCC Authorizations and Assumed Contracts, and other good and sufficient instruments of sale, conveyance, transfer, and assignment, in form and substance satisfactory to Buyer, sufficient to sell, convey, transfer, and assign the Station Assets to Buyer free and clear of any Liens;

(b) the FCC Consent, which shall have become a Final Order (unless Buyer has waived finality pursuant to Section 1.5);

(c) certified copies of a resolution, duly adopted by the board of directors of Seller, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery, and performance by Seller of this Agreement, the Seller Documents and the consummation of the Subject Transactions;

(d) the certificate referred to in Section 8.1(c);

(e) updated Schedules to the Agreement;

(e) joint written instructions to the Escrow Agent directing the Escrow Agent to release the Escrow Deposit to the Seller;

(f) any deed(s) associated with the Real Property.

Section 9.2 Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller:

(a) the Purchase Price, which shall be paid in the manner specified in Section 1.4;

(b) certified copies of resolutions, duly adopted by the Board of Directors of Buyer, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery, and performance by Buyer of this Agreement, the Buyer Documents and the consummation of the Subject Transactions;

(c) joint written instructions to the Escrow Agent directing the Escrow Agent to release the Escrow Deposit to the Seller; and

(d) the certificate referred to in Section 7.1(c).

Section 9.3 Prorations. Except as otherwise provided herein, all income and expenses arising from Seller's ownership of the Assets to be conveyed hereunder shall be prorated between Buyer and Seller in accordance with U.S. generally accepted accounting principles as of 12:01 a.m., Central time, on the Closing Date ("Adjustment Time"), on the basis that all income and expenses which accrue prior to the Adjustment Time are for the account of Seller, and all income and expenses which accrue after the Adjustment Time are for the account of Buyer. Such prorations shall include, without limitation, all rent, utility charges, business and license fees, music and other license fees currently paid by Seller, accrued but unpaid commissions and similar prepaid and deferred items attributable to the ownership of the Stations or the Station Assets. All revenues, expenses, costs and liabilities earned or incurred in connection with particular programs and underwriting announcements shall be allocated to the time of performance of such programs and announcements without regard to the date of payment therefor. It is understood and agreed that all salaries, wages, sales commissions, fringe benefit accruals and termination or severance pay for employees of the Seller who are not hired by the Buyer shall be the sole responsibility of Seller.

ARTICLE X

SURVIVAL; INDEMNIFICATION

Section 10.1 Survival. All representations, warranties, covenants, and agreements contained in this Agreement, or in any certificate, agreement, or other document or instrument delivered pursuant hereto, shall survive the Closing for a period of one (1) year and shall not be affected in any respect by the Closing, by any investigation conducted by Buyer, or by any information that any Party may receive, and shall terminate on such date except to the extent that any claims for indemnification in respect of any such representation, warranty, covenant, or agreement is made on or before such date, in which case such representation, warranty, covenant, or agreement shall survive until the resolution of such claims. Notwithstanding the foregoing, the representations and warranties set forth at Section 2.1 (Corporate Status), Section 2.2 (Authority), Section 2.5 (Taxes) and Section 2.11 (Environmental), as well as all representations and warranties relating to title to the Station Assets, shall survive indefinitely.

Section 10.2 Indemnification.

(a) After Closing, Seller (an “Indemnifying Party”) shall indemnify and hold harmless Buyer and the members, employees, and affiliates of Buyer (collectively, the “Buyer Indemnitees”) from, against, and in respect of, and to reimburse the Buyer Indemnitees for, the amount of any and all Deficiencies (as defined in Section 10.3(a)). To the fullest extent permitted by law, Seller agrees to indemnify, defend and hold harmless Buyer, including its trustees, employees and agents, from and against any liabilities, claims, losses, demands, suits, damages and expenses of any kind (including, but not limited to, attorneys’ fees and costs) relating to or in any way arising from Seller’s negligence or breach of the Agreement.

(b) After Closing, Buyer (an “Indemnifying Party”) shall indemnify and hold harmless Seller, including its trustees, employees and agents, (collectively, the “Seller Indemnitees”) from, against, and in respect of, and to reimburse the Seller Indemnitees for, the amount of any and all Deficiencies (as defined in Section 10.3(b)). To the fullest extent permitted by law, Buyer agrees to indemnify, defend and hold harmless Seller, including its trustees, employees and agents, from and against any liabilities, claims, losses, demands, suits, damages and expenses of any kind (including, but not limited to, attorneys’ fees and costs) relating to or in any way arising from Buyer’s negligence or breach of the Agreement.

Section 10.3 Definition of “Deficiencies.”

(a) As used in this Article X, the term “Deficiencies” when asserted by Buyer Indemnitees or arising out of a third party claim against Buyer Indemnitees shall mean any and all losses, damages, liabilities, or claims, of any nature whatsoever, sustained or incurred by the Buyer Indemnitees and arising out of, based upon or resulting from:

- (i) any misrepresentation, breach of warranty, or any non-fulfillment of any representation, warranty, covenant, duty, obligation, or agreement on the part of Seller contained in or made pursuant to this Agreement;
- (ii) any material error contained in any statement, report, certificate, or other document or instrument delivered by Seller pursuant to this Agreement;
- (iii) any failure by Seller to pay or perform any obligation relating to the Stations or the Station Assets that is not expressly assumed by Buyer pursuant to the provisions of this Agreement;
- (iv) any litigation, proceeding, or claim by any third party relating to the business or operations of the Stations or the Station Assets prior to the Closing Date;
- (v) any and all acts, suits, proceedings, demands, assessments, and judgments, and all fees, costs, and expenses of any kind, related or incident to any of the foregoing (including, without limitation, any and all Legal Expenses (as defined in Section 10.6 below)).

(b) As used in this Article X, the term "Deficiencies" when asserted by Seller Indemnitees or arising out of a third party claim against Seller Indemnitees shall mean any and all losses, damages, liabilities and claims sustained by the Seller Indemnitees and arising out of, based upon or resulting from:

- (i) any misrepresentation, breach of warranty, or any non-fulfillment of any representation, warranty, covenant, obligation or agreement on the part of Buyer contained in or made pursuant to this Agreement;
- (ii) any material error contained in any statement, report, certificate, or other document or instrument delivered by Buyer pursuant to this Agreement;
- (iii) any failure by Buyer to pay or perform any obligation or liability relating to the Stations that is expressly assumed by Buyer pursuant to the provisions of this Agreement;
- (iv) any litigation, proceeding, or claim by any third party to the extent relating to the business or operations of the Stations after the Closing Date; and
- (v) any and all acts, suits, proceedings, demands, assessments, and judgments, and all fees, costs, and expenses of any kind, related or incident to any of the foregoing (including, without limitation, any and all Legal Expenses).

Section 10.4 Procedures.

(a) In the event that any claim shall be asserted by any third party against the Buyer Indemnitees or Seller Indemnitees (Buyer Indemnitees or Seller Indemnitees, as the case may be, hereinafter, the “Indemnitees”), which, if sustained, would result in a Deficiency, then the Indemnitees, as promptly as practicable after learning of such claim, shall notify the Indemnifying Party of such claim, and shall extend to the Indemnifying Party a reasonable opportunity to defend against such claim, at the Indemnifying Party’s sole expense and through legal counsel acceptable to the Indemnitees, provided that the Indemnifying Party proceeds in good faith, expeditiously and diligently. The Indemnitees shall, at their option and expense, have the right to participate in any defense undertaken by the Indemnifying Party with legal counsel of their own selection. No settlement or compromise of any claim which may result in a Deficiency may be made by the Indemnifying Party without the prior written consent of the Indemnitees unless: (A) prior to such settlement or compromise the Indemnifying Party acknowledges in writing its obligation to pay in full the amount of the settlement or compromise and all associated expenses; and (B) the Indemnitees are furnished with a full release.

(b) In the event that the Indemnitees assert the existence of any Deficiency against the Indemnifying Party, they shall give written notice to the Indemnifying Party of the nature and amount of the Deficiency asserted. If the Indemnifying Party within a period of thirty (30) calendar days after the giving of the Indemnitees’ notice, shall not give written notice to the Indemnitees announcing its intent to contest such assertion of the Indemnitees (such notice by the Indemnifying Party being hereinafter referred to as the “Contest Notice”), such assertion of the Indemnitees shall be deemed accepted and the amount of the Deficiency shall be deemed established. In the event, however, that a Contest Notice is given to the Indemnitees within said 30-day period and the Parties are unable to resolve such Contest Notice, either Party may take whatever action it deems reasonable, including without limitation the filing of a claim, petition, or other pleading in a court of competent jurisdiction.

(c) The Indemnitees and the Indemnifying Party may agree in writing, at any time, as to the existence and amount of a Deficiency, and, upon the execution of such agreement, such Deficiency shall be deemed established.

Section 10.5 Payment of Deficiencies. The Indemnifying Party shall pay the amount of established Deficiencies within fifteen (15) calendar days after the establishment thereof. The amount of established Deficiencies shall be paid in cash. At the option of the Indemnitees, the Indemnitees may offset any Deficiency or any portion thereof that has not been paid by the Indemnifying Party to the Indemnitees against any obligation the Indemnitees, or any of them, may have to the Indemnifying Party.

Section 10.6 Legal Expenses. As used in this Article X, the term “Legal Expenses” shall mean any and all reasonable fees (whether of attorneys, accountants, or other professionals), costs and expenses of any kind reasonably incurred by any person identified herein and its counsel in investigating, preparing for, defending against, or

providing evidence, producing documents or taking other action with respect to any threatened or asserted claim.

Section 10.7 Sole Remedy. Except as provided to the contrary in this Agreement, the right to indemnification pursuant to Section 10 shall be the sole and exclusive remedy of each Party in connection with any breach or other violation by the other Party of its representations, warranties, or covenants contained in this Agreement.

ARTICLE XI

TERMINATION; REMEDIES; RISK OF LOSS; **BROADCAST TRANSMISSION PRIOR TO CLOSING**

Section 11.1 Termination. This Agreement may be terminated by a written notice delivered by Buyer at any time up to and including February 19, 2019 and at any time prior to Closing:

(a) by the mutual consent of the Parties;

(b) by Buyer or Seller, if: (i) the FCC denies the approvals contemplated by this Agreement in an order that has become a Final Order; (ii) the Assignment Application is designated for hearing; or (iii) the Closing has not been completed within nine (9) months after the date on which the FCC has released a Public Notice officially accepting for filing the FCC Application. Provided, however, that a Party may not terminate the Agreement pursuant to this subsection if it is in material breach of this Agreement, and provided further that this subsection shall not apply to any Party whose action or inaction in fulfilling a material obligation under this Agreement shall have been a cause of items (i), (ii) or (iii) herein to occur;

(c) by Buyer, as provided in Section 1.1(c)(2) (Title Insurance), Section 11.6 (Risk of Loss) or Section 11.7 (Broadcast Interruption);

(d) by written notice of Buyer to Seller if Seller breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period (defined below), provided Buyer is not also in breach of this Agreement;

(e) by written notice of Seller to Buyer if Buyer breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period, provided Seller is not also in breach of this Agreement; and provided further, that the Cure Period shall not apply to Buyer's obligations to make the Escrow Deposit pursuant to Section 1.4(b) and to pay the Purchase Price at Closing;

(f) by Buyer (provided it is not in default hereunder), if the conditions set forth in Article VIII have not been satisfied by a date that is six (6) months from the date of the FCC Consent, provided that Buyer's right to terminate this Agreement under this subsection shall not apply if Seller's inability to fulfill all of the conditions set forth in Article VIII is due to the action or inaction of Buyer; or

(g) by Seller (provided it is not in default hereunder), if the conditions set forth in Article VII have not been satisfied by a date that is six (6) months from the date of the FCC Consent, provided that Seller's right to terminate this Agreement under this subsection shall not apply if Buyer's inability to fulfill all of the conditions set forth in Article VII is due to the action or inaction of Seller; or

(h) by either Buyer or Seller if a court of competent jurisdiction or governmental, regulatory or administrative agency or commission shall have issued an order, decree or ruling or taken any other action, in each case permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such order, decree, ruling or other action shall have become a Final Order.

Section 11.2 Effect of Termination. A termination pursuant to Section 11.1 shall not relieve either Party of any liability it would otherwise have for a breach of this Agreement. Notwithstanding the foregoing, if this Agreement is terminated by Seller pursuant to Section 11.1(e) hereof, the principal of the Escrow Account shall be disbursed to Seller. If this Agreement is terminated for any other reason, the Escrow Deposit and any interest accrued thereon shall be disbursed to Buyer.

Section 11.3 Cure Period. Each Party shall give the other Party prompt written notice upon learning of any breach or default by the other Party under this Agreement. The term "Cure Period" as used herein means a period commencing on the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) thirty (30) calendar days thereafter or (ii) the Closing Date determined under Section 1.5; provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the Closing Date determined under Section 1.5, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date determined under Section 1.5.

Section 11.4 Specific Performance. The Parties acknowledge that the Stations are of a special, unique, and extraordinary character, and that damages alone are an inadequate remedy for a breach of this Agreement. In the event of a material breach by Seller of any representation, warranty, covenant, or agreement under this Agreement, at Buyer's election, Buyer shall be entitled to an injunction restraining any such material breach and, subject to obtaining any requisite approval of the FCC, to enforcement of this Agreement by a decree of specific performance requiring Seller to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required. Buyer's remedy of specific performance shall be in addition to any other remedies it may seek at law or at equity, and, in the event that Buyer brings a specific performance action, Seller shall waive any and all

defenses that Buyer has an adequate remedy at law. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law. The prevailing Party in litigation shall be entitled to receive from the non-prevailing Party all court costs, attorneys' fees and other out-of-pocket expenses incurred by the prevailing Party in enforcing or defending its rights under this provision.

Section 11.5 Liquidated Damages. If this Agreement is not consummated due to Section 11.1(e), Seller shall be entitled to receive as liquidated damages the principal amount of the Escrow Deposit. The Parties agree that such amount shall constitute liquidated damages and is not a penalty and shall be in lieu of any other remedies to which Seller might otherwise be entitled due to Buyer's wrongful failure to consummate the transaction contemplated by this Agreement. The Parties each acknowledge and agree that the liquidated damage amount is reasonable in light of the anticipated harm that would be caused by Buyer's breach of this Agreement, the difficulty of proof of loss, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transaction to be consummated hereunder.

Section 11.6 Risk of Loss. The risk of loss, damage, or destruction to any of the Station Assets shall be borne by Seller at all times up to 12:01 a.m. local time on the Closing Date, and it shall be the responsibility of Seller to repair or cause to be repaired and to restore the property to its condition prior to any such loss, damage, or destruction. In the event of any loss or damage to any of the Station Assets, Seller shall notify Buyer thereof in writing within forty-eight (48) hours thereof, and such shall specify with particularity the loss or damage incurred, the cause thereof (if known or reasonably ascertainable) and the extent to which restoration, replacement, and repair of the Asset(s) lost or destroyed will be reimbursed under any insurance policy with respect thereto. In the event that the relevant Station Assets cannot be substantially repaired or restored within thirty (30) days after such loss, Buyer shall have the option to:

- (a) terminate this Agreement;
- (b) postpone the Closing until such time as the Assets have been substantially repaired, replaced or restored; or
- (c) elect to consummate the Closing and accept the Assets in their "then" condition in which event Seller shall assign to Buyer all rights under any insurance claim or policy covering the loss and pay over any proceeds under any such insurance policy theretofore received by it with respect thereto and an amount equal to the deductible set forth in the applicable insurance policy or policies.

Section 11.7 Broadcast Interruption. If prior to Closing, either Station is off the air or operating at a power level that results in a material reduction in coverage (a "Broadcast Interruption"), then Seller shall use commercially reasonable efforts to return such Station to the air and restore prior coverage as promptly as possible in the ordinary course of business. Notwithstanding anything herein to the contrary, if prior to Closing there is a Broadcast Interruption in excess of twenty-four (24) hours, then Buyer may

postpone Closing until the date five (5) business days after the Station returns to the air and prior coverage is restored in all material respects.

ARTICLE XII

GENERAL PROVISIONS

Section 12.1 Successors and Assigns. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns. Neither Party hereto may assign this Agreement or its rights and obligations hereunder without the written consent of the other, except that Buyer may assign its rights and obligations hereunder to a commonly controlled entity.

Section 12.2 Waivers. The failure of either Party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right of such Party at a later date to enforce the same. No waiver by either Party of any condition or the breach of any provision, term, covenant, representation, or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation, or warranty of this Agreement.

Section 12.3 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service with proof of delivery, expenses prepaid, or if sent by registered or certified mail, postage prepaid, addressed as set forth below:

(a) if to Seller, then to: RGV Educational Broadcasting
c/o David C. Garza
Garza & Garza, L.L.P
680 E. Saint Charles, Suite 300
Brownsville, Texas 78520
Phone: (956) 541-4914
dgarza@garzaandgarza.com

with a copy (which shall not constitute notice) to:

Garvey Schubert Barer
1000 Potomac Street, NW, Suite 200
Washington, DC 20007
Phone: (202) 298-2534
Attn: Lawrence M. Miller
lmiller@gsblaw.com

(b) if to Buyer, then to: Immaculate Heart Media, Inc.
1496 Bellevue, Suite 202
Green Bay, Wisconsin 54311

Phone: (920) 406-7352
Attn: Amy Vanden Langenberg
avanden@relevanradio.com

with a copy (which shall not constitute notice) to:

Smithwick & Belendiuk, P.C.
5028 Wisconsin Avenue, NW, Suite 301
Washington, DC 20016
Phone: (202) 350-9656
Attn: Mark B. Denbo
mdenbo@fccworld.com

Either Party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice. Any such notice or communication shall be deemed to have been received when delivered.

Section 12.4 Expenses. Each Party shall bear its expenses incurred in connection with the Subject Transactions including, but not limited to, legal services and accounting incurred in connection herewith.

Section 12.5 Further Assurances. From time to time prior to, on and after the Closing Date, each Party will execute all such instruments and take all such actions as the other Party shall reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose hereof and all Subject Transactions including, without limitation, the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered on the Closing Date, and any and all actions which may reasonably be necessary to complete the Subject Transactions. The Parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

Section 12.6 Public Announcements. Prior to the Closing Date, neither Party shall, without the written approval of the other Party hereto, make any press release or other public announcement concerning the Subject Transactions, except as and to the extent that such Party shall be so obligated by law, in which case such Party shall give advance notice to the other Party and the Parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued.

Section 12.7 Captions; References. The captions of Articles and Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Section 12.8 Governing Law and Venue. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to

principles of conflicts of laws, and any disputes hereunder that a Party believes require adjudication shall be brought in the courts of Cameron County, Texas.

Section 12.9 Entire Agreement. This Agreement, together with all Schedules attached hereto, constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter hereof and supersedes all prior agreements, understandings, inducements, or conditions, express or implied, oral or written, relating to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof. This Agreement shall not be modified except in a writing executed by the Parties. This Agreement has been prepared by both of the Parties, and no inference of ambiguity against the drafter of a document therefore applies against either Party hereto.

Section 12.10 Counterparts. This Agreement may be executed in facsimile counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and both of which shall together constitute one and the same instrument. This Agreement shall become binding when counterparts hereof, individually or taken together, shall bear the signatures of both parties.

Section 12.11 Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument, and the Parties shall cooperatively construe the Agreement or any other such instrument so as best to preserve the economic costs and benefits contemplated in the Agreement.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

SELLER: RGV EDUCATIONAL BROADCASTING, INC.

By: _____
Alvaro Gonzalez
Chairman of the Board of Directors

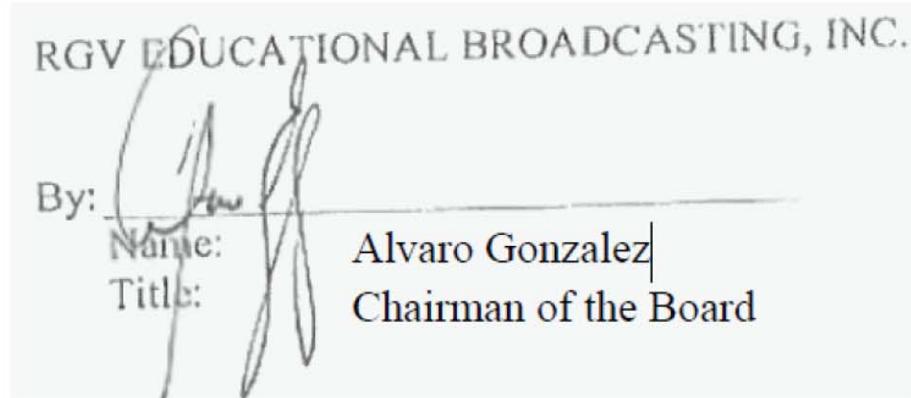
BUYER: IMMACULATE HEART MEDIA, INC.

By: Francis V. Hoffman
Fr. Francis Hoffman
Executive Director

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

SELLER:



BUYER: IMMACULATE HEART MEDIA, INC.

By: _____
Fr. Francis Hoffman
Executive Director

Schedule 1.1(a)
FCC Authorizations

Call Sign	Facility ID	Community of License	License File Number	License Expiration
KHID(FM)	56082	McAllen, Texas	BLED-20150708ABE	August 1, 2021
KJJF(FM)	56081	Harlingen, Texas	BMLED-20150513ABR	August 1, 2021

Schedule 1.1(b)
Tangible Personal Property

Studio site

Orban Optimod 8500 FM Digital Audio Processor
Sage Digital Endec EAS
CSI FM/AM Digital Tuner
Broadcast Electronics IDi 20 HD Radio Importer
(2) 12' satellite dishes

KJJF transmitter site

Transmitter: Broadcast Electronics Model FMI-402
CircuitWerkes Sicon 8 Remote Site Controller and associated panels
Broadcast Tools Silence Sentinel
Henry Matchbox HD
Barix Exstreamer
Wohler Technologies AMP2A-VTR Analog Audio Monitor Panel
Audemat-Aztec Golden Eagle HD & Analog Monitor
ITL Surge Suppressor Panel
Carrier Air Conditioning Unit
Transmitter shed/building
Tower associated with FCC Antenna Structure No. 1284903

KHID transmitter site

Transmitter: Broadcast Electronics Model FMI-402
CircuitWerkes Sicon 8 Remote Site Controller and associated panels
Broadcast Tools Silence Sentinel
Henry Matchbox HD
Barix Exstreamer
Wohler Technologies AMP2A-VTR Analog Audio Monitor Panel
Audemat-Aztec Golden Eagle HD & Analog Monitor
LEA International Surge Panel
Carrier Air Conditioning Unit
Transmitter shed/building
Tower associated with FCC Antenna Structure No. 1046270

Schedule 1.1(c)
Real Property

The real property described in the two attached deeds.

254379

JF 218838

C10

WARRANTY DEED

Vol 3261 Pac 671

Date:
May 8, 1992

Grantor:
CLARK F. SPIKES, JR., not joined herein by my wife for the reason that this property constitutes no part of our homestead

Grantor's Mailing Address (including county):
P. O. Drawer 393
Mission, Hidalgo County, Tx. 78572

Grantee:
RGV EDUCATIONAL BROADCASTING, INC.

Grantee's Mailing Address (including county):
P. O. Box 2147
Harlingen, Cameron County, Tx. 78551

Consideration:
TEN AND 1/100 DOLLARS (\$10.00) and other valuable consideration.

Property (including any improvements):

A 5.01 acre tract of land out of Lot One (1), Block Two (2), Jackson's Subdivision of the Melado Tract, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 4, Pages 579-580, Deed Records, Hidalgo County, Texas. Said tract to be more particularly described by metes and bounds as follows:

Commencing at the Southeast corner of said Lot One (1), Block Two (2);

Thence North 8 degrees 44 minutes 38 seconds East 50 feet to a found 1" iron pipe on the North Right-of-Way line of Monte Cristo Road (F.M. 1925);

Thence along the North Right-of-Way line of Monte Cristo Road (F.M. 1925), North 81 degrees 33 minutes 10 seconds West 445.0 feet to a set 1/2" iron rod for the Southeast corner hereof;

Thence continuing along the North Right-of-Way line of Monte Cristo Road (F.M. 1925), North 81 degrees 33 minutes 10 seconds West 383.0 feet to a set 1/2" iron rod on the east Right-of-Way line of a 30' Dedicated Road (not in use) for the Southwest corner hereof;

Thence along the East line of said 30' Dedicated Road (not in use), North 8 degrees 44 minutes 38 seconds East 570.0 feet to a set 1/2" iron rod for the Northwest corner hereof;

Thence South 81 degrees 33 minutes 10 seconds East 383.0 feet to a set 1/2" iron rod for the Northeast corner hereof;

Thence South 8 degrees 44 minutes 38 seconds West 570.0 feet to the POINT OF BEGINNING, containing 5.01 acres, more or less.

Reservations from and Exceptions to Conveyance and Warranty:

1. An undivided 3/4th interest in all Oil, Gas and Other Minerals on, in, under, or that may be produced from the subject property set forth in instrument dated December 28, 1972, recorded in Volume 1352, Page 80, Deed Records, Hidalgo County, Texas.
2. Oil, Gas & Mineral Leases dated August 14, 1983, recorded in Volume 1877, Page 670, corrected in instruments dated January 10, 1985, recorded in Volume 2234, Page 640 and dated January 9, 1985, recorded in Volume 2234, Page 642, Official Records and lease dated September 6, 1983, recorded in Volume 1884, Page 380, and unutilized in instrument recorded in Volume 2171, Page 956, Official Records, Hidalgo County, Texas.
3. Easement granted to CENTRAL POWER & LIGHT COMPANY, as set forth in instrument recorded in Volume 802, Page 517, Deed Records, Hidalgo County, Texas.
4. Easement for RIGHT OF WAY granted to HIDALGO COUNTY, TEXAS, as set forth in instrument recorded in Volume 935, Page 247, Deed Records, Hidalgo County, Texas.

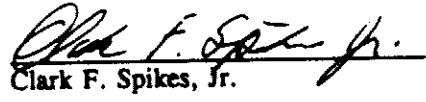
CB

5. Easement for RIGHT OF WAY granted to SHARYLAND WATER SUPPLY CORPORATION, as set forth in instrument recorded in Volume 1980, Page 936, Official Records, Hidalgo County, Texas.
6. Easement for RIGHT OF WAY granted to BRIGHT & CO., as set forth in instrument recorded in Volume 2124, Page 620, Official Records, Hidalgo County, Texas.
7. Subject to Easement reflected by the subdivision plat of record at Volume 4, Pages 579-581, Deed Records, Hidalgo County, Texas.
8. Subject to chain link fence and double pole transmission line as shown on survey prepared by Art Salinas Engineering & Surveying, dated April 13, 1992.
9. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
10. Easements or claims of easements, which are not recorded in the public records.
11. Subdivision regulations of the County of Hidalgo and/or Ordinance or government regulations of the City holding extra-territorial jurisdiction of said property.
12. Taxes for 1992, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

SAVE AND EXCEPT: Seller herein reserves all oil, gas and other minerals in, under or that may be produced from said property and not heretofore reserved or conveyed by prior Grantors.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same in any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

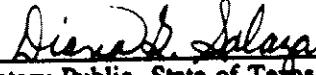


Clark F. Spikes, Jr.

Acknowledgment

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 18th day of May, 1992, by
Clark F. Spikes, Jr.



Diane S. Salazar
Notary Public, State of Texas
Notary's Printed Name:
My Commission Expires:

DARBYDEEDSWDCASHS
IRRCde
Prepared in the Law Office Of:

CHARGE & RETURN TO:

Cardenas, White, Stephen,
Corcoran & McLain
100 South Bicentennial
McAllen, Texas 78501

EN FOR RECORD ~~3261~~ 3261 PAGE 673
MAY 20 PM 1 36
LYLEO
CLERK
TY TEXAS

254:52

VOL 1350 PAGE 116

WARRANTY DEED**OFFICIAL RECORDS**

Date: October 30, 1990

Grantor: DONALD WATERS and wife, JANICE WATERS and RONALD WATERS and wife,

GERALDINE N. WATERS

Grantor's Mailing Address (including county): Rt. 5, Box 660
San Benito, TX 78586
(Cameron County)

Grantee: RGV EDUCATIONAL BROADCASTING, INC., a Texas Corporation

Grantee's Mailing Address (including county): P.O. Box 2147
Harlingen, TX 78551
(Cameron County)

Consideration: TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged;

Property (including any improvements): The South Five (5) acres of the East Ten (10) acres of Lot Number Ninety-three (93), Unit One, ARROYO GARDENS SUBDIVISION out of Espiritu Santo Grant, Cameron County, Texas; SAVE AND EXCEPT, any and all oil, gas and/or other minerals underlying or that may be produced or recovered of said land and premises which is hereby especially reserved, together with the right of ingress and egress with the purpose of prospecting for and removing the same.

Reservations from and Exceptions to Conveyance and Warranty:
Easements for roads, canals, drainage ditches and utilities underlying said tract as shown on the plat of subdivision and as apparent upon the ground.

All oil, gas and other minerals reserved by Elliott Roberts Ranches, Inc., in deed recorded in Volume 1079, Page 143, Deed Records of Cameron County, Texas.

Statutory rights, rules and regulations by law in favor of Cameron County Water Control & Improvement District No. Thirteen (13), as set out in applicable chapters of Title IV, Texas Water Code, Vernon's Annotated Civil Statutes.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

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Donald Waters
DONALD WATERS

Donald Waters
RONALD WATERS

Janice Waters
JANICE WATERS

Geraldine N. Waters
GERALDINE N. WATERS

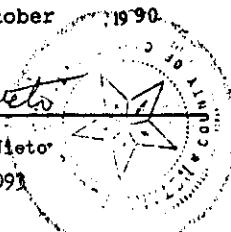
(Acknowledgment)

STATE OF TEXAS X
COUNTY OF CAMERON X

This instrument was acknowledged before me on the 31st day of October 1990.
by DONALD WATERS and wife, JANICE WATERS.

Sostenes Nieto
Notary Public, State of Texas
Notary's name (printed): Sostenes Nieto

Notary's commission expires: 06-21-90



(General Acknowledgment)

STATE OF TEXAS X
COUNTY OF CAMERON X

This instrument was acknowledged before me on the 31st day of October 1990.
by RONALD WATERS and wife, GERALDINE N. WATERS.
XK
SAK

NOTARY PUBLIC IN THE STATE OF TEXAS
SOSTENES NIETO, NO. 1350

Sostenes Nieto
Notary Public, State of Texas
Notary's name (printed): Sostenes Nieto

Notary's commission expires: 06-21-90

AFTER RECORDING RETURN TO:
RGV Educational Broadcasting, Inc.
P.O. Box 2147
Harlingen, TX 78550

PREPARED IN THE LAW OFFICE OF:
William A. Faulk, P.C.
P.O. Drawer 1551
Brownsville, TX 78520

CCTCO \$5.00

FILED FOR RECORD
AT _____

NOV 1 10 33 AM '90

JOE C. RIVERA
CLERK COUNTY COURT
CAMERON COUNTY, TEXAS
BY DR DEPUTY



Joe C. Rivera
County Clerk
Cameron County, Texas

29828

110

Schedule 1.1(d)
Intangible Property

Call signs KHID and KJJF

The Internet Universal Resource Locator 88fm.org

Schedule 1.1(e)
Assumed Contracts

Tower Space Lease Agreement between RGV Educational Broadcasting, Inc. (“Owner”) and VYX Communications, LLC, (“Tenant”) with a Commencement Date of August 1, 2016, providing for the location of antenna equipment on the “Alton Tower” and the “Lozano Tower”.

Schedule 2.11
Environmental

None

Schedule 4.1(i)
Seller Work

Seller shall ensure that the modules associated with KHID that, as of the date hereof, are in the process of being repaired, indeed are repaired and re-installed to ensure that KHID is operating with at least 90 percent of its authorized ERP.